Plaintiff's Exhibit 1717

11237

THE VANCOUVER CLINIC
410 ARTS BUILDING
VANCOUVER, WASHINGTON

JOHN C. BROUGHER, M.D.
FRANK BOERSMA, M.D.
H. LESLIE FREWING, M.D.
DAVID R. LOREE, M.D.
FLOYD J. O'HARA, M.D.

February 2, 1943

Prudential Hospital Association
350 Morgan Building
Portland, Oregon

Gentlemen:

Miss Beatrice Basie called at my office this afternoon for medical care. She showed me a card issued by the Prudential Hospital Association.

Is Miss Basie covered for medical services rendered in my office or will I have to bill her direct?

Sincerely yours,

(Signed) F J O'HARA, M.D.
F. J. O'Hara, M.D.

FJO'H:DG

Plaintiff's Exhibit 1718

11238

Nov. 16, 1944.

Wylma McClelland
Sea Breeze Auto Court
Pacific Grove, Calif.

Dear Mrs McClelland:

Enclosed kindly find check for $4.00, in payment of the first-aid treatment given you on October 18 and 25, two dollars each.

It is against the insurance law to rebate on premiums, hence you will need to send us a check in full for your dues.

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

A. E. King, M.D.
President.

Plaintiff's Exhibit 1719

11239 A. E. KING, M.D. — PRESIDENT
J. R. STEAGALL, M.D. — SECRETARY-TREASURER

PRUDENTIAL HOSPITAL ASSOCIATION
INCORPORATED

MORGAN BUILDING
PORTLAND 5, OREGON

Sept. 20, 1944.

Mr. Roscoe G. Scott
Klickitat, Washington.

Dear Sir:

Enclosed kindly find our check for three dollars to reimburse you for your bill with Dr. Hyde.

We will appreciate it very much, Mr. Scott, if in the future you will have the doctor or the hospital write the diagnosis of the ailment for which you receive medical care on the receipt that you mail in to us for reimbursement.

Sincerely yours,

PRUDENTIAL HOSPITAL ASSN.

(Signed) POLLY B. CHENEY
Polly B. Cheney, Office Mgr.

11240 September 21, 1944.

Prudential Hospital Association,
Morgan Building,
Portland 5, Oregon

Attention: Polly B. Cheney, Office Mgr.

Dear Madam,

Thank you very much for the reimbursement. I wish to inform you that I did ask for a written diagnosis of the case, and for the information for your office, I was told that, if the Association wished for a diagnosis of the case, they (the Association) had the privilege to write to the Clinic for this information.

Therefore, it was beyond me to go any further.

Fraternally yours,

(Signed) Roscoe G. Scott
Roscoe G. Scott

Plaintiff's Exhibit 1720

11241 Mar. 4, 1943

Reed and Carnrick
155 Van Wagenen Ave.
Jersey City, N. J.

Gentlemen:

Kindly send us, via parcel post, 5,000 Endomin Tablets.

Sincerely yours,

Prudential Hospital Association

Valerie C. Bolton, Pharmacist.

VB:pc

Plaintiff's Exhibit 1721

11242 October 24, 1946.

Mr. Adolph Lorson
c/o Fred Krisch
130 Wharton St.,
San Antonio, Texas.

Dear Mr. Lorson:

Dr. King has been away from the office and your letter has just been handed to me for reply.

We are sorry to here of your misfortune and hope you are getting along nicely.

According to the provisions in your membership certificate the services are rendered the member only within the city of Portland, Oregon. However, there is an emergency clause, whereby the Association will reimburse the member up to fifteen dollars upon presentation of an itemized receipt for services rendered for accidents which occur while away from Portland, on vacation. There is no allowance made for illnesses which occur while out of the city.

Sincerely yours,
PRUDENTIAL HOSPITAL ASSOCIATION
Polly B. Cheney, Office Mgr.

11243 Kemmerer Wyoming Oct. 10, 46

Dr. King:
Morgan Bldg, Portland Oregon

Dear Sir:

I have been here in Kemmerer Wyoming for the past week, due to a serious automobile accident, while driving from Portland to San Antonio Texas—via Denver. I am writing you to ask if I can have Hospital attention upon my arrival in San Antonio, as I have been a paying member of the Prudential Hospital Assn. in Portland for the past 12 years or more.

If this be possible, will you send me some kind of an identification card to San Antonio to this address c/o Fred Krisch 130 Wharton St. San Antonio Texas. (4) Not being

aware of the Prudential Hospital Assn. connections in San Antonio—if any—I am writing you for this information.

While going thru the 1946 class Shrine initiation Thru Scottish Rite—I observed you were the examining Physician, so I am asking you as a Brother Noble to help me in getting this Hospital care My Shrine No. 11747

Adolph Lorson

P.S. my Portland address is
5303 N. E. Wistaria Drive

Plaintiff's Exhibit 1723

11244 May 24, 1943.

Mr. D. W. Martin
Klickitat, Washington.

Dear Mr. Martin:

Enclosed kindy find our check for three dollars, which is the amount I believe you paid Good Samaritan on your room. We are very sorry indeed that the hospital put you to this inconvience; if they had called our office we would of course have told them to charge the entire amount to us.

Hoping this letter will find you feeling much better, we are

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

Polly B. Cheney, Cashier.

Plaintiff's Exhibit 1725

11245 August 15, 1944.

War Price and Rationing Board
White Salmon, Washington.

Gentlemen:

This is to certify that Mr. Frank Adams of Klickitat, Washington, came in to our clinic at the request of his physician at Klickitat, Dr. A. O. Brewer.

He was treated by specialists here on this date and they have requested that he return for further treatment on Saturday, August 26th. Mr. Adams will need additional

gasoline for this purpose and we will appreciate any help you can give him.

Respectfully yours,

PRUDENTIAL HOSPITAL ASSOCIATION

Polly B. Cheney, Office Mgr.

Plaintiff's Exhibit 1726

11246 March 14, 1947

Mr. C. M. Thomas
Glenwood, Washington.

Dear Mr. Thomas:

We have written Dr. Vogt regarding the felon on your finger, and the advice given you by Dr. Wiley, stating that Dr. Wiley had dressed it but believed there needed other work done and that the treatments would take some few weeks before it was really cleared up. If for any reason Mr. Thomas, the finger does not seem to respond to treatment in The Dalles, or you are dissatisfied with the treatment it is your privilege to come to Portland and we will have you see Dr. Wiley, or Dr. Ben Wade or some other surgeon, if you would prefer.

If you find it necessary to come to Portland kindy advise us before coming and we will make all necessary arrangements.

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

A. E. King, M.D.
President.

AEK:pc

Plaintiff's Exhibit 1727

11247 Jan. 18, 1947

Sanborn Company
39 Osborn St.,
Cambridge, Mass.

Gentlemen:

Please send us one roll film for Cardiette. We would appreciate a rush order.

Thanking you in advance we are

Sincerely, yours,

PRUDENTIAL HOSPITAL ASSOCIATION

Polly B. Cheney, Office Mgr.

P.S. We are also out of the order forms on which to send in our orders.

Plaintiff's Exhibit 1728

11248 A. E. KING, M. D. PRESIDENT — J. R. STEAGALL, M. D. SECRETARY-TREASURER

PRUDENTIAL HOSPITAL ASSOCIATION
INCORPORATED
MORGAN BUILDING
PORTLAND 5, OREGON

December 11, 1946

Dr. J. N. Reid
Goldendale, Washington.

Dear Dr. Reid:

Enclosed kindly find check for $158.00, as per statements rendered.

On your bill for last month we note there are two accident cases, one—Don Kelley and the other Jim Hassing.

You know, Dr. Reid, the J. Neils Lumber Company have the Department of Labor and Industries, which takes care of accidents on the job. If either of these cases occurred while the employee was employed the bills should be sent direct to them and not to us.

Thanking you for the services rendered these employees, we are

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

(Signed) A. E. KING
A. E. King, M.D.
President.

AEK:pc
enc.

Gentlemen:

In reply to the above letter, Mr. Kelley, and Mr. Hassing were both hurt while off the job. We always make sure whether they were hurt on or off the job.

Sincerely,

(Signed) J. N. REID MD
J. N. Reid, M.D.

JNR/ms

Plaintiff's Exhibit 1729

11249 October 3. 1947.

Dr. J. N. Reid
Goldendale, Wash.

Re: Lee Rollo.

Dear Doctor:

An appointment has been made for G. I. series on this patient, with Drs. Butler, Woolley and Burton, 242 Medical Arts Building, on 10th and Taylor Sts., Portland, Oregon, for Wednesday, October 8th at 10:00 a.m.

Mr. Rollo should report direct to these doctors, with nothing to eat or drink after midnight Tuesday.

If, for any reason Mr. Rollo is unable to keep this appointment, please advise us as soon as possible.

The reports on this examination will be mailed directly to you.

Thanking you for your letter, Doctor, we are

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

Polly B. Cheney, Office Mgr.

11250

J. N. REID, M.D.
PHYSICIAN AND SURGEON
GOLDENDALE, WASHINGTON

October 2, 1947

Prudential Hospital Assoc.
Morgan Bldg.
Portland, Oregon

Gentlemen:

Will you please make an appointment for Lee Rollo, of Klickitat, Wn., to get the G. I. Series.

Will you please notify us when the appointment is, and with whom.

(Signed) J. N. REID MD
J. N. Reid, M.D.

JNR/ms

Plaintiff's Exhibit 1730

11251

February 28, 1947.

Dr. J. N. Reid
Goldendale, Washington.

Re: Clyde Sidener.

Dear Dr. Reid:

Our Association has, of course, an X-Ray department here, but when we have a request from an outside doctor and they wish a written report on a gall bladder or upper G. I., we send them either to Drs. Butler and Woolley or to Drs. Haworth and Isenhart, who are specialists in that line.

We have made a date for Mr. Sidener with Drs. Butler and Wooley, 242 Medical Arts Building, for 10:30 a.m., Thursday, March 6th, without anything to eat or drink after midnight, Wednesday, and that necessitates his either coming in the night before or driving in without taking even a cup of coffee in the morning.

If for any reason, Dr. Reid, this appointment we have made will not suit Mr. Sidener, kindly call us long dis-

tance, collect, and we will change it to some date in the week following, and advise you.

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

A. E. King, M.D.,
President.

11252

J. N. REID, M.D.
PHYSICIAN AND SURGEON
GOLDENDALE, WASHINGTON

Feb. 26, 1947

Prudential Hospital Association
Morgan Building
Portland, Oregon

Gentlemen:

I would like to have Mr. Clyde Sidener of Klickitat, Wn., to have an Upper G. I. Series. Do you have a doctor in Portland, who does that for your company. If so, would you please get an appointment for Mr. Sidener, and let us know with whom, and when. Thank you.

Very Truly Yours,

(Signed) J. N. REID—MD.
J. N. Reid, M.D.

JNR/ms

Plaintiff's Exhibit 1733

11253

July 14, 1948.

Parke, Davis & Company
224 Westlake N.
Seattle, Washington.

Gentlemen:

Kindly send me, via parcel post, twenty-five ampules Pitressin Tannate in Oil, 1cc. Catalogue No. 302, to be used in treatment of patient suffering from Diabetis Insipidus.

Sincerely yours,

A. E. King, M.D.

AEK:pc

Plaintiff's Exhibit 1735

11254

THE DALLES CLINIC
PHYSICIANS AND SURGEONS
THE DALLES, OREGON

THOMAS E. GRIFFITH, M.D.
E. NOEL SMITH, M.D.
PAUL R. VOGT, M.D.
ROBERT T. BOALS, M.D.
VICTOR D. MILLS, M.D.
H. E. ARMSTRONG, M.D.
MARTIN D. MERRISS, M.D.

January 10, 1948

Dr. A. E. King, President
Prudential Hospital Association
Morgan Building
Portland, Oregon

Dear Dr. King:

I am in receipt of your letter addressed to Mr. F. G. Blair of the J. Neils Lumber Company. I think that you have made a very fair settlement indeed with Mr. Blair. I am not writing you with the idea of trying to tell you how to run your business, rather I thought you might like to know exactly what he was operated for. I wrote a letter to your Association on October 11, 1947, but perhaps it was not called to your attention. Mr. Blair's operation was for a aneurysm of the aorta located in the abdominal aorta just below the bifurcation of the renal vessels. I was present at the operation.

For our own information, Dr. King, and because we have no directive from your Association, I would like to know if you would be so kind as to enlighten me as to your procedure you wish followed on patients from Klickitat who are under your coverage. In the first instance, we of course know that your rates that you pay are equivalent or approximate those of the State Industrial Accident Commission. Do you wish us to request from you permission to operate patients under this coverage before the operation is done? I might take as an instance a patient I operated on last week for hemorrhoids. The operation was a hemorrhoidectomy. The man's name was Edward Knopp. I am quite sure that you were not notified that he was to have a hemorrhoidectomy.

I am sure that if we knew the exact procedures you wished followed that we could help you and could avoid difficulties as occurred in the case of Mr. Blair. In Mr. Blair's case we made the diagnosis of aortic aneurysm and referred him to Dr. Rockey for surgery; therefore, we are partly in error. However, the patient should of course have notified you before he was to be operated. Perhaps he has not read his contract thoroughly.

11255 I would appreciate hearing from you as to the procedure you prefer to have followed as it would simplify things for everyone.

Sincerely,

(Signed) ROBERT T BOALS
Robert T. Boals, M.D.

11258 January 28, 1948.

Dr. Robert T. Boals
The Dalles Clinic
The Dalles, Oregon.

Dear Dr. Boals:

We wish to thank you very kindly for your very nice letter regarding Mr. F. G. Blair, with the J. Neils Lumber Company.

Regarding notifying us before doing any major operation, it would be very nice indeed, if you would call us, collect, to inquire of us if the patient had been employed long enough to entitle him to the operation. Nearly all the doctors throughout the State follow that procedure, either write us if they contemplate operating, or call us collect.

You see, Dr. Boals, the contract states that an employee must be employed six consecutive months before he is entitled to major surgery, unless, of course, an acute appendix and such operations, and our contract with the J. Neils Lumber Company excludes operations for diseases which are not common to both sexes.

This clause, I know, is not in most contract, however, our contract with the J. Neils Lumber Company is not the standard full coverage contract, nor do they pay for the full coverage as they write them today, and to have a surgeon operate in all good faith, expecting he can bill

us for his operation and then we advise him to bill the patient direct for the operation, it does not tend towards harmony, whereas if the surgeon knew beforehand that the patient would have to pay for that operation, he could make satisfactory arrangements with him before he operated.

Again thanking you for your letter, Dr. Boals, I am

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

A. E. King, M.D.
President.

AEK:pc

(The rest of the exhibit consists of a letter from J. Neils Lumber Co. of Klickitat, Washington to Prudential Hospital Association in January 1948; a reply from Prudential; all pertaining to payment for medical treatment of a Prudential member employed by J. Neils Lumber Co.)

Plaintiff's Exhibit 1736

11259 October 21, 1948.

Hollister-Stier Laboratories
Spokane, Washington.

Gentlemen:

Please ship us, one No. 165—Vial Protein Test Set, 1 cc vials, which is listed in your catalog at sixty dollars.

Thanking you, we are

Sincerely yours,

PRUDENTIAL HOSPITAL ASSN.

A. E. KING, M. D.
President

Plaintiff's Exhibit 1737

11260 October 26, 1948.

Dr. Wayne Henkle
White Salmon, Wash.

Re: Frank Lucas.

Dear Dr. Henkle:

After talking with you on the phone this morning, I have heard from Dr. James Wiley and he requests that Mr. Lucas be advised to enter Providence Hospital on Thursday, October 28th. They will have a bed reserved for him after 2:00 p. m. on that date.

Dr. Wiley will mail the reports on Mr. Lucas' examination direct to you.

Thanking you for your cooperation, we are

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

Polly B. Cheney, Off. Mgr.

Plaintiff's Exhibit 1738

11261 WAYNE M. HENKLE, M. D.
PHYSICIAN AND SURGEON
WHITE SALMON, WASHINGTON

March 22, 1948

Prudential Hospital Association
Morgan Building
Portland, Oregon

Re: D. B. Wilson
J. Neils Lbr. Co.

Gentlemen:

Will you please make an appointment for Mr. Wilson with a skin specialist, Dr. Alferd Illge preferred.

Yours truly,

(Signed) WAYNE M. HENKLE
Wayne M. Henkle, M. D.

WMH:bj

11262 March 23, 1946.

Dr. Wayne M. Henkle
White Salmon, Washington.

Re: D. B. Wilson

Dear Dr. Henkle:

In accordance with the request in your letter of March 22nd, Dr. King has made an appointment for Mr. Wilson, with Dr. Frank Illge, at 11:00 a. m. on Tuesday March 30th. Dr. Illge's office is 349 Medical Arts Building, Tenth and Taylor Streets.

If, for any reason, Mr. Wilson cannot keep this appointment please advise us or Dr. Illge.

Thanking you for your letter Dr. Henkle, we are

Very truly yours,
PRUDENTIAL HOSPITAL ASSN.
Polly B. Cheney, Off. Mgr.

Plaintiff's Exhibit 1739

11263 DR. WAYNE M. HENKLE
PHYSICIAN AND SURGEON
WHITE SALMON, WASH.

July 25, 1947

The Prudential Hospital Association
Morgan Building
Portland 5, Oregon

Gentlemen:

Will you please send me a copy of your Schedule of Medical and Surgical Fees.
Thank you.

Yours truly,
(Signed) WAYNE M. HENKLE, M. D.
Wayne M. Henkle, M. D.

11264 August 1, 1947

Dr. Wayne M. Henkle
White Salmon, Washington.

Dear Dr. Henkle:

In your reply to your letter of July 25th, regarding a schedule of medical and surgical fees, wish to advise you that our contract with the J. Neils Lumber Company calls for the payment of physicians and surgeons at the rate established by the Oregon Industrial Accident Commission in their schedule of fees for physicians and surgeons, or rates comparable to that.

We have not, Dr. Henkle, adhered strictly to their rates, but usually pay somewhat higher than the State Industrial does. As a matter of fact, the Oregon State Industrial Accident Commission will, I believe, this month have a new schedule of fees, which will be higher than the one now in use, which was published in 1943.

Sincerely yours,

PRUDENTIAL HOSPITAL ASSOCIATION

A. E. King, M. D.
President.

AEK:pc

Plaintiff's Exhibit 1775

11265 (Letterhead of Parke, Davis & Company
Seattle 9, Wash.)

September 10, 1948

Eugene Hospital & Clinic
Eugene, Oregon

Gentlemen:

It is a pleasure to return an accepted copy of the Agreement recently signed by yourselves covering the purchase of any listed Ampoule in 100's assorted as desired, during the twelve-month period beginning May 17, 1948.

The attached is for your files and future reference, and we assure you that we appreciated very much your preference for the products of our manufacture.

Very truly yours,

PARKE, DAVIS & COMPANY

(Signed) HUGH R. TENNANT
Hugh R. Tennant
Manager, Seattle Branch

HRT:AL
Encl.

11266

PARKE, DAVIS & COMPANY
AMPOULE CONTRACT

The undersigned vendor hereby offers, and the undersigned vendee hereby agrees to purchase subject to the terms and conditions herein set forth:

500 to 5000 AMPOULES, ASSORTED, AS DESIRED

DELIVERIES: Not less than 100 or any one ampoule, as needed, supplied in largest listed unit containers (other than 6's and 12's).

PRICES AND TERMS: At current prices applying at time of shipment, depending on quantity purchased, subject to customary terms.

It being understood and agreed that credit adjustment will be extended one year from date of contract, between price invoiced and the quantity price applying on each ampoule, depending on total quantity delivered.

Vendor shall not be liable for any failure to fulfill this contract due to strikes, fires, unavoidable accidents, inability to obtain materials, contingencies of manufacturing, lack of transportation facilities, or other causes beyond its control.

This offer is submitted for your signed acceptance, subject, however, to final Home Office approval.

Effective as of 17th day of May 1948

(Signed) W. F. BAUMAN
(Submitted by—Name of Salesman)

(Signed) EUGENE HOSPITAL & CLINIC
(Customer sign here) Vendee

Per (Signed) E. M. PORTERFIELD
City EUGENE State OREGON

Accepted for Parke, Davis & Co.

Per (Signed) HUGH R. TENNANT
Hugh R. Tennant, Mgr. Seattle Branch

11267 THIS AGREEMENT, made this day of 19 , between SCHIEFFELIN & Co., of New York City, the Seller, and EUGENE HOSPITAL & CLINIC PHCY., the Buyer.

WITNESSETH:

That the Seller in consideration of the agreement hereinafter contained, to be performed by the Buyer, agrees to sell to the Buyer certain of its drug products, known in the drug trade and contained in the Seller's price lists as Specialties, Bulk Pharmaceuticals, Over-the-Counter items and certain Narcotics, under the following discount terms:

On all single purchases of the Seller's aforesaid products made by the Buyer for shipment in quantities of One Hundred Dollars ($100.00), or more, at the net extended prices after discounts, the following discounts, which shall be the total discounts under this agreement, will be allowed:

16-2/3% from the "Trade Price" of Specialties;
10% from the One Gallon "Trade Price" of Bulk Pharmaceuticals;
10% from the net "Trade Price of net Over-the-Counter items;
10% from the "Confidential List" prices on Narcotics listed in the "Confidential List" and the Seller further agrees to allow the aforesaid discounts on all purchases by the Buyer of Specialties, Bulk Pharmaceuticals, Over-the-Counter items and Narcotics when the combined quantity purchased by these items, at any one time, totals One Hundred Dollars ($100.00), or more.

And that the said Eugene Hosp. & Clinic Phcy., the Buyer in consideration thereof, agrees to purchase from the Seller the aforesaid drug products, as his needs require, in single purchase quantities of not less than One Hundred Dollars ($100.00) at the net extended prices, and

The Buyer further agrees that he will;

keep in stock, for sale to the public at all times, a reasonable supply of Seller's Specialties:

keep in stock and on prominent display at least one of Seller's Over-the-Counter items and rotate the display of such Over-the-Counter items monthly:

keep in stock the Seller's Bulk Pharmaceuticals and give sales preference to them in the filling of prescriptions.

The parties hereto further agree that all other terms of purchase and sale, such as, credit, shipping, etc., shall be the subject of further agreement between the parties.

This agreement may be cancelled by either party at any time on 10 days' written notice.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first above written.

Schieffelin & Co.

(Signed) By RONALD HELPS
Vice President

Eugene Hospital & Clinic

(Signed) By E. M. PORTERFIELD

(This exhibit also includes a Fair Trade Agreement between Eugene Hospital and Clinic as retailer and Winthrop-Stearns Inc., New York City, N. Y. as manufacturer.)

Plaintiff's Exhibit 1816

11269 • • • • •

The Causes for which the Members are entitled to benefits and the Benefits to which the Members are entitled are more particularly defined herein under the caption, "Coverage, Benefits, Provisions and Conditions Enumerated and Defined."

Member or Family Representative to Select Physician or Surgeon: The Member or the Family Representative on behalf of the Member shall have the right to engage the services of any regularly licensed physician or surgeon who is a member of the American Medical Association and/or the American College of Surgenos, or any other duly licensed physician or surgeon in the United States, Canada or other foreign country; provided that the physician or surgeon selected is acceptable to the Association. The Association shall at no time exercise any right or assume any responsibility for the employment of a physician or surgeon for a Member; provided that the Association may, in its discretion, engage a specialist and/or other physician or surgeon to associate with or act in consultation with the physician or surgeon engaged by the Member or the Family Representative, if in the judgment of the Association the Member would be benefitted thereby.

Member or Family Representative to Select Hospital: The Member or the Family Representative on behalf of the Member shall have the right to select any general hospital that is a member of the American Hospital Association or any other general hospital in the United States that meets the requirements of the American Hospital Association, or any general hospital in Canada or any other foreign country that maintains a recognized standard of laboratory and nursing efficiency.

• • • • •

Plaintiff's Exhibit 1822

11280 *Member or Family Representative to Select Physician or Surgeon*: The selection of physicians and surgeons shall be optional with the Members or the Family Representative on behalf of the Members, and they shall have the right to engage the services of any regularly licensed physician or surgeon in the United States, Canada or other foreign country; provided that the Association may, in its discretion, engage a specialist and/or other physician or surgeon to associate with or act in consultation with the physician or surgeon selected by the Member or the Family Representative.

Member or Family Representative to Select Hospital: The Member or the Family Representative on behalf of the Member shall have the right to select any general hospital in the United States that meets the requirements of the American Hospital Association, or any general hospital in Canada or any other foreign country that maintains a recognized standard of laboratory and nursing efficiency.

* * * * *

11284 * * * * *

SEC. III. *PROVISIONS* AND *CONDITIONS*: The coverage and benefits of this contract are at all times subject to the following provisions and conditions:

The Association undertakes only to bear the expense for the Member of services and care as enumerated and defined herein and that are available in the particular community in which the services are received, but the Member shall have the right of engaging services in any community of his or her choosing and may call a physician or surgeon from an outside community, in which event the Association shall bear the expense of the attending physician or surgeon to the same extent as if services of a local physician or surgeon were engaged, but not including mileage or other transportation costs.

* * * * *

11284a

* * * * *

Benefits Intended as Payment for Medical and Surgical Attention and Hospital Care—Bills May Be Rendered to the Association, to the Member or to the Family Representative: The intention of this contract is to provide Medical and Surgical Attention and Hospital Care and related services for the Members, and it is mutually agreed that any remuneration hereunder shall apply in payment of such services and care. To this end bills for benefits to which the Members are entitled shall be made in the name of the attending doctors, hospitals, or other parties rendering services, and may be rendered to the Association or to the Family Representative. The Association shall have the option of paying such bills to the Member or to the doctor, hospital, nurse or other party; provided that, if payment shall have been made by the Member, the Association shall reimburse the Member.

* * * * *

7456

Plaintiff's Exhibit 1825

11289

MEDICAL AND HOSPITAL SECURITY

SPECIAL CONTRACT

PERSONAL

NATIONAL

HOSPITAL ASSOCIATION

Established 1906

EXECUTIVE OFFICES: PORTLAND, ORE. U. S. A.

1825

SAMPLE

ISSUED FROM JULY 1-1941 to
MAY 15-1947 INCLUSIVE

NATIONAL
HOSPITAL ASSOCIATION
732 S. W. 3RD AVE. PORTLAND 4, OREGON

PROTECTS YOUR HEALTH YOUR HOME AND YOUR INCOME

11290

MEDICAL AND HOSPITAL SECURITY

SPECIAL CONTRACT

FOREWORD: This Contract provides Medical and Surgical Services, Ambulance, Hospital Care, Special Nursing, and related services and care for the Member, of the class and to the extent herein defined, for both sickness and personal injuries wherever the Member may be, under the Medical and Hospital Security Plan of the National Hospital Association of Portland, Oregon.—SPECIAL CONTRACT.

PERSONAL NO.

NATIONAL HOSPITAL ASSOCIATION

INCORPORATED UNDER THE LAWS OF OREGON

EXECUTIVE OFFICES • PORTLAND, OREGON • U. S. A.

World-Wide *Established 1906*

SAMPLE

HEREIN CALLED THE ASSOCIATION, promises and agrees with _____, residing at _____, (Street or Rural Address, City, State) herein referred to as the Member, to bear the expense of Medical and Surgical Services, Ambulance, Hospital Care, Special Nursing and related services and care for the Member of the class and to the extent herein defined that are made necessary by sickness or personal injuries as hereinafter enumerated, subject to the Member's application herefor and to the provisions and conditions herein contained.

The Causes for which the Member is entitled to benefits and the Benefits to which the Member is entitled are more particularly defined herein under the caption, "Coverage, Benefits, Provisions and Conditions Enumerated and Defined."

Member to Select Physician or Surgeon: The selection of physicians and surgeons shall be optional with the Member, and he shall have the right to engage the services of any regularly licensed physician or surgeon in the United States, Canada or other foreign country; provided that the Association may, in its discretion, engage a specialist and/or other physician or surgeon to associate with or act in consultation with the physician or surgeon selected by the Member.

Member to Select Hospital: The Member shall have the right to select any general hospital in the United States that meets the requirements of the American Hospital Association, or any general hospital in Canada or any other foreign country that maintains a recognized standard of laboratory and nursing efficiency.

COVERAGE, BENEFITS, PROVISIONS AND CONDITIONS ENUMERATED AND DEFINED

SEC. I. COVERAGE: This contract shall cover and the Association shall bear the expense of services and care for the Member of the class and to the extent herein defined for the following causes except as in this section otherwise provided—excluding all others:

(1) Personal Injuries occurring after the Member has been under the coverage of this contract for a period of seven days.

(2) Acute Sicknesses having their origin after the Member has been under the coverage of this contract for a period of fifteen days.

(3) Chronic Conditions that become active after the Member has been continuously under the coverage of this contract for a period of six months, except chronic conditions

that were active within the six months next preceding or that become active within the six months next following the date the Member came under this contract.

(4) Conditions Peculiar to the Member's Sex having their origin after the Member has been continuously under the coverage of this contract for a period of two years.

(5) Tuberculosis and Mental Disorders after the Member has been continuously under the coverage of this contract for a period of two years, provided that the Member has not had an active Tuberculosis or a Mental Disorder within the five-year period next prior to coming under the coverage of this contract or within the first two years of membership hereunder.

Conditions Not Covered: This contract does not cover Insanity, Drug Addiction, Alcoholism, Congenital Conditions, Senility, Venereal Diseases, Dental Extractions, Conditions existing at the time the Member came under the contract, except as provided in paragraph (3) of this section; Tuberculosis and Mental Disorders if the Member is eligible to care in a governmental hospital, except that diagnosis will be provided; Diseases and Injuries received in the commission of a felony or while engaged in war, riot or insurrection nor Injuries or Diseases resulting from hazardous occupations coverable by Workmen's Compensation or Industrial Insurance laws or contracts except as provided in paragraph (6) of this section.

(6) Injuries or Diseases resulting from Hazardous Occupations—Change of Occupation: If the Member shall engage in an occupation defined as hazardous by the laws of the state in which the Member is employed, and the Member shall wish to extend the coverage of this contract to include conditions arising as a result of such occupation, he shall notify the Association and shall pay to the Association in advance such charge as the Association shall fix as the contract charge for such additional coverage. Such charge shall be based on the hazard of the occupation in which the Member is engaged and shall be in addition to the basic charge of this contract. Change of occupation shall be no bar to renewal of this contract unless the Member shall engage in an unlawful occupation.

Complications Considered as Part of Original Cause: Any complication of or any condition connected with or arising out of a sickness or injury with which the Member is or has been affected shall for the purposes of this contract be considered as a part of the original sickness or injury and not as a separate or distinct sickness or injury.

SEC. II. BENEFITS: The benefits to which the Member is entitled are hereinafter enumerated and defined, excluding all others:

(1) Medical and Surgical Services: The Association shall bear the expense of Medical and Surgical Services for a Member as herein defined, including:

(a) Treatment and Care in the doctor's offices, in the Member's home, in the hospital, or elsewhere as required.

(b) Services by Specialists when the nature of the Member's condition is such as to indicate the need of a specialist. Charges of general practitioners will not be assumed for work of a class clearly requiring services of a specialist, unless the doctor rendering the service has had special training in the particular class of work performed.

(c) Surgical Operations where the diagnosis shows surgery to be necessary, provided that operations for Chronic Conditions and operations for Sinuses and Antrums, Goitre, Hernia, Hemorrhoids, and Removal of Tonsils are not included hereunder until after the Member has been continuously under coverage for a period of one year, and provided further that operations for Removal of Tonsils are furnished only where the Member is over the age of eighteen years and Removal of Tonsils is found necessary in the treatment of a systemic illness to which disease of the tonsils is the contributing cause.

(d) Consultations before Operations—Member to notify the Association: One of the purposes of this contract is to protect the Member against dangers resulting from ill-advised and unnecessary operations. Therefore, the Member, before submitting to a surgical operation, shall notify the Association and shall furnish to the Association the name of the attending surgeon and the condition for which the operation is to be performed and, upon request by

the Association, the Member shall submit to consultation by a physician or specialist to be named by the Association and to such further examination as the consulting physician or specialist shall require; provided that where the Member's condition is so serious as to make an immediate operation necessary, notice and consultation prior to the operation are hereby waived, but in such an event the Member or some other person in the Member's behalf shall furnish the Association, at the time of the operation or within five days thereafter, with the name of the attending surgeon, the hospital in which the Member is confined, and the condition for which the operation was performed.

(2) X-rays and Laboratory Tests that are necessary to properly diagnose the condition with which the Member is affected, provided that the Association shall not bear the expense of unnecessary or excessive x-rays or laboratory tests, or of x-rays where the films are not diagnostic.

(3) Radium and X-ray Therapy by qualified radiologists in the treatment of cancer or other conditions for which radium and x-ray are recognized and accepted therapy, when recommended by the attending physician.

(4) Serums and Antitoxins—Quarantinable Diseases: Serums and antitoxins in the treatment of virulent diseases, such as pneumonia, diphtheria, typhoid fever, infantile paralysis, erysipelas, meningitis, tetanus and rabies; and in prevention where the Member has been definitely exposed to a virulent disease for which a serum or antitoxin is an accepted prophylaxis, but not in the prevention or treatment of a disease that is non-malignant. Except as provided for in this paragraph, benefits as applying to quarantinable diseases are limited to services of physicians.

(5) Orthopedic Appliances in the treatment of injuries or disease when prescribed by a recognized orthopedist.

(6) Ambulance where the Member's condition is such as to make ambulance facilities necessary, but not beyond the nearest community in which hospital facilities are available.

(7) Hospital Care, herein intended, means care in a *private room,* and includes (a) General Nursing, (b) Board, (c) Use of Surgery and Surgical Facilities, (d) Anesthetic and Anesthetist, (e) Medicines and Dressings—not including vitamins, (f) Antitoxins and Biological Serums, (g) Laboratory Tests, (h) X-ray Examinations, (i) Radium, X-ray, and Oxygen Therapy, (j) Blood Transfusions, (k) Pathological Examinations, (l) Basal Metabolism Tests, (m) Electrocardiograms, (n) Encephalograms, (o) Pyelograms, (p) Physical Therapy, and (q) other care and facilities recognized as general hospital facilities with which the selected hospital is equipped. Hospital Care includes care in Private Sanitarium in case of a Mental Disorder or Tuberculosis of the lungs.

The Member shall be entitled to Hospital Care only where and during such time as he is necessarily a bed patient, including convalescence immediately following a bed-patient confinement and the attending doctor has directed that the Member be placed in the hospital in order to receive necessary and proper care. Hospital Care, as used herein, at no time means confining a Member to the hospital for rest cure or for diagnostic purposes only, or for any purpose other than where necessary in the treatment of a sickness or injury for which a Member is entitled to benefits hereunder.

(8) Special Nursing Care: The Association shall assume the cost of Special Nursing Care of the Member to the extent herein defined if the Member, while confined in a hospital as a beneficiary under this contract, is in so serious a condition as to make special nursing definitely necessary for his care; provided that the Member or someone in the Member's behalf shall notify the Association at the time such special services are engaged and shall furnish proof satisfactory to the Association that Special Nursing Care is necessary; provided further that the Association shall not be required to assume the cost of special nurses for a time longer than such care is definitely necessary, but the Member may continue such care at his own expense, notwithstanding.

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The Association shall not be required to assume the charges for duplications or for x-rays, laboratory tests or other examinations that are not related to the particular condition for which the examination is required, nor shall the Association assume charges for routine examinations or physical "check-ups," or for more than one examination for the same cause or condition unless the Member has first obtained the consent of the Association for further examinations at the Association's expense.

Periods of Benefits

Period of Medical and Surgical Care: The Member shall be entitled to Medical and Surgical Services and related services as defined in paragraphs (2) to (5) inclusive of this section, covering a period of One Year for each sickness or injury resulting from a separate and distinct cause.

Periods of Hospital Care: The Member shall be entitled to 60 days Hospital Care for each separate sickness or injury arising during the first contract year. For each separate sickness or injury arising during any succeeding contract year, covering a period of 6 years, the number of days hospital care to which the Member shall be entitled shall be increased by 10 days over the number of days to which he was entitled for conditions arising within the then preceding contract year. Thereafter and so long as this contract remains in effect, without lapse or delinquency, the Member shall be entitled to 120 days Hospital Care for each separate sickness or injury arising within the then contract year.

Accumulative Hospital Care: If the total number of days' hospital care used by the Member during any contract year does not equal the number of days' hospital care to which the Member is entitled for one separate sickness or injury, the number of days' hospital care to which he is entitled during the following contract year shall be increased by one-half of the unused days' hospital care to which he was entitled for one sickness or injury arising during that preceding year.

Period of Special Nursing Care: The Member shall be entitled to care by Special Nurses as defined in paragraph (8) hereof, for a total of 240 hours during each contract year, except as provided in the Accumulative Special Nursing Care provision hereof.

Accumulative Special Nursing Care: If, during any contract year, the Member has not used the entire or any portion of the Special Nursing Care to which he is normally entitled under the preceding paragraph, the Special Nursing Care to which he is entitled during the following contract year shall be increased by eight hours for each eight hours of unused Special Nursing Care to which he was entitled during that preceding contract year.

Proof of Member's Rights to Benefits

Proof of Member's Rights to Benefits shall be furnished by the Member, and the Association shall have the right to all information reasonably necessary in investigating any claims of the Member to benefits hereunder. To that end the Member hereby authorizes any physician or surgeon, hospital, nurse, and/or other party from whom the Member has received services or care, either within or outside the provisions of this contract, to furnish the Association or its duly authorized representative such information as the Association shall require. Failure or refusal by the Member to comply with this regulation or any regulation contained in this contract shall relieve the Association, at its option, of providing the benefits to which the Member otherwise would be entitled.

Member to notify the Association in event of serious or prolonged sickness or injury: The Member, or some other person in the Member's behalf, shall notify the Association in writing within five days in the event of any serious sickness or injury or of any condition requiring special or prolonged treatment or care, and the Member or someone in his behalf shall likewise notify the Association prior to or within five days after the Member's admission to a hospital on account of any sickness or injury for which he is claiming benefits hereunder. Such notice shall contain the name and address of the attending doctor and the hospital, and the nature, extent and seriousness of the sickness or injury for which the Member requires treatment or care.

The Member shall, on request of the Association, submit to a physical examination by a physician or surgeon named by the Association for that purpose during any time the Member

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is receiving treatment or care for which he is claiming benefits or during the pendency of any claim hereunder and so often as reasonably may be required, and the Member hereby consents to and authorizes such examinations.

Rates and Fees to be Paid for Benefits

The Association will pay fees for services and care received by the Member hereunder in accordance with the rates and fees established and in use under its Medical and Hospital Security *Special* Contracts to which class this contract belongs, and which fees are enumerated and defined as follows:

(1) Medical and Surgical Fees: A schedule of the fees that the Association shall pay for Medical and Surgical Services and related services hereunder shall be furnished to the Member with this contract, and shall be subject to such changes as are found necessary to meet changing conditions.

(2) Ambulance Fees: The Association will pay for ambulance service the established fees in use in the community in which the ambulance is engaged, but not in excess of Fifty Cents (50c) per mile one way outside of city limits.

(3) Hospital Rates and Fees: The Association will pay for General Hospital Care and Special Hospital Facilities as follows:

(a) For General Hospital Care, the established rate of the selected hospital for care in a private room, but not in excess of Six Dollars and Fifty Cents ($6.50) per day and which shall include general nursing, routine laboratory tests, ordinary medicines and dressings and other facilities, except the special facilities enumerated in subdivision (b) hereof.

(b) For Special Hospital Facilities, including use of surgery, anesthetics, antitoxins and biological serums, x-rays, oxygen and radium, blood transfusions, basal metabolisms, special laboratory examinations, electrocardiograms, encephalograms, pyelograms, and physical therapy, the Association will pay the established fees of the selected hospital, but not to exceed the fees established by the Association as maximum fees to be paid under this contract; provided that the Association shall not assume the cost of more than one encephalogram, two pyelograms, two electrocardiograms, two basal metabolisms or twenty physical therapy treatments during any one hospitalization period.

(4) Special Nursing Fees: The Association will pay for Special Nursing the customary fees as established by the Nurses' Association in the community in which the services are rendered, but not to exceed a rate of Five Dollars ($5.00) for eight-hour duty.

SEC. III. PROVISIONS AND CONDITIONS: The coverage and benefits of this contract are at all times subject to the following provisions and conditions:

The Association undertakes only to bear the expense for the Member of services and care as enumerated and defined herein and that are available in the particular community in which the services are received, but the Member shall have the right of engaging services in any community of his own choosing and may call a physician or surgeon from an outside community, in which event the Association shall bear the expense of the attending physician or surgeon to the same extent as if services of a local physician or surgeon were engaged, but not including mileage or other transportation costs.

The Association shall not be responsible for the payment of any bills contracted by the Member or by any other person other than as specifically provided for in this contract, but the Member, at his own expense, may engage services and care in addition or extraneous to the services and care provided for herein. The Association shall not be liable for any acts or omissions on the part of any physician or surgeon, hospital, nurse or any other party beyond payment for the benefits to which the Member is entitled under this contract.

The obligations of the Association under this contract are personal to the Member and no other person shall have any claim, or any rights to benefits hereunder. If the Member shall fail to file a claim with the Association within twelve months after the claim has accrued all rights on account of such claim are hereby waived.

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The acceptance by the Association of any charge for services or care to which the Member is not eligible shall be voluntary on the part of the Association and shall not be considered as an acknowledgment by the Association of any liability under this contract. This contract cannot be altered, enlarged or modified in any manner except by acts of the duly authorized officers of the Association endorsed hereon.

Confidence Basis of Contract—Abuse of Rights and Fraudulent Use: This contract is based on the mutual confidence of the Member and the Association, and any abuse or misuse on the part of the Member of the rights herein granted shall be cause for cancellation of the contract by the Association and shall deprive the Member of the rights and privileges to which he is otherwise entitled. In the event of any fraud or misrepresentation on the part of the Member in procuring this contract, the contract, at the option of the Association, shall be wholly void and the Member shall reimburse or compensate the Association for any moneys it has expended or loss it has sustained on account of such misrepresentation. The fraudulent use of this contract by any person to obtain benefits for anyone other than the Member shall subject that person to prosecution therefor.

Association not to Assume Charges for First Two Calls or Visits: To make it possible for the Association to maintain the standard of service and care intended by this contract at the rates charged, and to enable the Association to furnish the Member special service and care required when seriously sick or injured, it is understood that the first two doctor calls or visits in each separate sickness or injury are excluded herefrom and the Association shall not be required to bear the expense of such calls or visits. This provision shall apply only to that portion of the charges that relates to the doctor's ordinary services and not to any operation or other special service that is found necessary at the time of the first two calls or visits.

Benefits Intended as Payment for Medical and Surgical Attention and Hospital Care—Bills May Be Rendered to the Association or to the Member: The intention of this contract is to provide Medical and Surgical Attention and Hospital Care and Related Services for the Member, and it is mutually agreed that any remuneration hereunder shall apply in payment of such services and care. To this end bills for benefits to which the Member is entitled shall be made in the name of the attending doctor, hospital, nurse or other party rendering the service and may be rendered to the Association or to the Member. The Association shall have the option of paying such bills to the Member or to the doctor, hospital, nurse or other party; provided that, if payment shall have been made by the Member, the Association shall reimburse the Member.

All bills must be fully itemized and must give complete diagnoses and dates and class of services rendered. Bills should be mailed to the Association as early as possible after the Member has been discharged or at the end of the period for which the Member is entitled to benefits for the particular condition; provided that where a Member is under and entitled to treatment over a prolonged period bills should be rendered to the Association at the end of each calendar month. Where charges are less than the fees in use by the Association, the Association shall pay bills as rendered.

Charges for Excessive or Unnecessary Services Not to be Assumed: The Association shall not assume charges for daily dressings or daily calls or visits unless the Member's condition clearly indicates the need for daily care and the Association shall not assume charges for unnecessary or excessive x-rays, laboratory tests or other examinations, or for any other excessive or unnecessary services or care of the Member.

Member and Association to Cooperate—Member to check Bills and Association to Promptly Pay Accounts: The Member and the Association shall cooperate in the execution of this contract to the end that the Member shall receive prompt and efficient care at reasonable costs to the Association, and the Member agrees to personally check all bills in the same manner and to the same extent as if he were personally to assume the charge without reimbursement from the Association, and the Association agrees to pay such accounts promptly and within thirty days after the Member's claim has been established.

Injuries or Illnesses Resulting from Negligence or Wrongful Acts of Other Parties—Subrogation Right: If a Member is injured or becomes ill through wrongful acts or negligence of another party for which that party or some other party or parties make settlement, or are legally responsible therefor, all obligations of the Association on account of such injury or illness shall be cancelled, and the Member shall reimburse the Association for any charges it may have paid or assumed for the Member's services or care. Until such reimbursement has been made, the Association shall have an equity in and be subrogated to any rights of the Member against any of the aforesaid parties growing out of the injury or illness so sustained to the extent of any charges it has paid or assumed on the Member's account. If any of the aforesaid parties shall fail or refuse to make settlement with the Member or his legal representative, or if the Member, having established such parties' responsibility so to do, shall be unable to make recovery therefor, then and in that event the benefits to which the Member is entitled under this contract shall apply to the same extent and in the same manner as if no third-party responsibility existed.

If a Member is entitled to medical and surgical services and/or hospital care or the costs thereof through another association, or any other party, the Association shall assume the cost of services and care to which the Member is otherwise entitled hereunder only in the proportion that the benefits to which he is entitled hereunder bear to the benefits to which he is entitled from such other association or other party.

Terms of Contract Defined: (a) *The Association* means the National Hospital Association, a Corporation of the State of Oregon, U.S.A., with executive offices in the City of Portland, Oregon. (b) *Member* means the person for whose benefit this contract is made. (c) *Physicians and Surgeons* means doctors trained in the science of medicine and surgery and duly licensed to practice medicine and surgery in their respective communities. *Specialists* means physicians or surgeons who have had special training in a particular branch of the science of medicine or surgery. (d) *Special Nurses* means those persons who have had special training in the science of nursing and are duly licensed to practice their profession in their respective communities. (e) *General Nursing* means care by nurses regularly employed in the selected hospital and whose services are a part of the general hospital care herein intended. (f) *Ordinary Medicines and Dressings* means those medicines and dressings routinely supplied in the treatment of a member while he is confined in the hospital. (g) *Routine Laboratory Tests* means such laboratory examinations as are done routinely in the usual procedure of standardized hospitals, including urinalyses, blood counts, Wassermanns, etc., as distinguished from special laboratory examinations in diagnosing a particular condition. (h) *Contract Year* means a period of time beginning on the date the contract becomes effective and terminating at midnight 365 days thereafter (Leap Year 366 days). (i) *Chronic Conditions* are those conditions of prolonged duration or conditions characterized by slowly progressing symptoms as differentiated from (j) *Acute Sicknesses* which means those sicknesses of recent origin coming speedily to a crisis. (k) *Benefits* means Medical and Surgical Services, Ambulance, Hospital Care, Special Nursing and such related services as are herein enumerated.

If payment of the contract charge for the Member is in default, this contract shall automatically terminate with such default and the Member thereafter shall not be entitled to any of its benefits, except such benefits to which he became entitled prior to the default. If the Member in default alleges a sickness or injury to have occurred prior to such default, but failed to obtain medical or hospital care for such condition before such default, such sickness or injury, for the purposes of this contract, shall be deemed not to have occurred under its coverage and the Member shall not be entitled to any benefits therefor. Acceptance of payment by the Association for any period in which the Member was in default, shall reinstate the Member to all rights and benefits of the contract, except that the Member shall not be entitled to benefits for any condition that arose during any period in which he was in default.

The Association shall have the right to adjust the contract charges and the fees for benefits to be paid under this contract and or to modify or enlarge the benefits of the contract to meet changing conditions or improved methods or practices in the treatment of sickness

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and injury. No such adjustment or change shall become effective prior to the first day of the succeeding contract year, and the Association shall give written notice thereof to the Member 30 days prior to the date the adjustment or change becomes effective. The contract charge shall not be raised because of advancing age, if the Member is under the age of 55 years at the time of application herefor.

Term of Contract — Contract Charges

The Term of this Contract is One Year from the date it became effective, known as the Contract Year, and the contract shall renew automatically each year thereafter on payment of the Contract Charges and at the times stated; provided that either party shall have the right to terminate the contract at the end of any Contract Year by giving 30 days written notice to the opposite party in advance of the date such termination shall become effective. Non-payment of the Contract Charges by the Member at the times stated shall be deemed an election on the Member's part not to continue or to renew the contract. No such termination of the contract shall deprive the Member of any rights or benefits to which he became entitled and for which he applied prior to the termination.

The Contract Charges are _____ Dollars per month, which shall be paid in advance. Payments may be made annually, semi-annually, quarterly or monthly, at the option of the Member. Grace periods shall be granted as follows: Annual Payments, twenty days grace; Semi-Annual Payments, ten days grace; Quarterly Payments, five days grace; Monthly Payments, no grace period.

Credentials for Obtaining Benefits: The payments of the Contract Charges hereunder shall be evidenced by Certificates issued by the duly authorized representatives of the Association. Such Certificates shall contain credentials for benefits to which the Member is entitled under this contract.

This contract becomes effective on the _____ day of _____, 19____.

IN WITNESS WHEREOF, the National Hospital Association of Portland, Oregon, has on this _____ day of _____, 19____, caused this contract to be executed by its duly authorized officers.

Countersigned

L. L. Beckel

Secretary

NATIONAL HOSPITAL ASSOCIATION,

O. S. Dabin

President

TO OUR MEMBER: This Contract is your security in sickness and injury—read it carefully and familiarize yourself with its benefits. Always feel free to communicate with the Association on any matter that is not clear to you. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will remain your friend wherever you are.

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Plaintiff's Exhibit 1838

11299 *Medical and Hospital Security*

SUPERIOR CONTRACT

NATIONAL HOSPITAL ASSOCIATION

Series MC No.

ESTABLISHED 1906

EXECUTIVE OFFICES: PORTLAND, OREGON, U.S.A.

HEREIN CALLED THE ASSOCIATION, agrees to bear the expense of Medical and Surgical Services, Attention by Specialists, Hospital Care and Related Benefits, of the class and to the extent herein defined, for.....herein called the Member, that are made necessary in the treatment of Sickness and Personal Injuries, subject to the Member's Application herefor and to the provisions herein contained.

THE COVERAGE OF THIS CONTRACT IS WORLD WIDE, *and the Member may engage the services of any physician or surgeon regularly qualified in the science of medicine and surgery and duly licensed to practice in his respective community—anywhere in the United States, Canada, or any other country. The Member likewise may engage hospital accommodations in any general hospital that maintains a recognized standard of laboratory and nursing efficiency—wherever the Member may be.*

The Conditions Covered and the Benefits to which the Member is entitled under this contract are hereinafter more particularly enumerated and defined, excluding all others.

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Medical
and
Hospital Security

SUPERIOR CONTRACT

NATIONAL HOSPITAL ASSOCIATION

ESTABLISHED 1906

EXECUTIVE OFFICES
PORTLAND, OREGON, U.S.A.

(Emblem)

World-Wide

ISSUED FROM NOV 1-1946 TO PRESENT DATE AND STILL BEING ISSUED

NATIONAL
HOSPITAL ASSOCIATION

732 S. W. 3RD AVE. PORTLAND 4, OREGON

To Our Member

This Contract is your security in sickness and in injury—read it carefully and familiarize yourself with its benefits. Always feel free to communicate with the Association on any matter that is not clear to you. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will remain your friend wherever you are.

Plaintiff's Exhibit 1840

11303 *Medical and Hospital Security*

SUPERIOR CONTRACT

NATIONAL HOSPITAL ASSOCIATION

Series FC No.

ESTABLISHED 1906

EXECUTIVE OFFICES: PORTLAND, OREGON, U.S.A.

HEREIN CALLED THE ASSOCIATION, agrees to bear the expense of Medical and Surgical Services, Attention by Specialists, Hospital Care and Related Benefits, of the class and to the extent herein defined, for.....herein called the Member, that are made necessary in the treatment of Sickness and Personal Injuries, subject to the Member's Application herefor and to the provisions herein contained.

THE COVERAGE OF THIS CONTRACT IS WORLD WIDE, *and the Member may engage the services of any physician or surgeon regularly qualified in the science of medicine and surgery and duly licensed to practice in his respective community—anywhere in the United States, Canada, or any other country. The Member likewise may engage hospital accommodations in any general hospital that maintains a recognized standard of laboratory and nursing efficiency—wherever the Member may be.*

The Conditions Covered and the Benefits to which the Member is entitled under this contract are hereinafter more particularly enumerated and defined, excluding all others.

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11306

Medical
and
Hospital Security

SUPERIOR CONTRACT

NATIONAL HOSPITAL ASSOCIATION

ESTABLISHED 1906

EXECUTIVE OFFICES
PORTLAND, OREGON, U.S.A.

(Emblem)

WORLD-WIDE

ISSUED FROM NOV 1-1946 to PRESENT DATE AND STILL BEING ISSUED

NATIONAL
HOSPITAL ASSOCIATION

732 S. W. 3RD AVE. PORTLAND 4, OREGON

11306

To Our Member

This Contract is your security in sickness and in injury—read it carefully and familiarize yourself with its benefits. Always feel free to communicate with the Association on any matter that is not clear to you. Feel that the National Hospital Association is your Association, treat it fairly, make your payments promptly and it will remain your friend wherever you are.

Plaintiff's Exhibit 1849

11307

PRUDENTIAL
HOSPITAL ASSOCIATION
of the State of Oregon,

(hereinafter called the Association)

HEREBY AGREES TO FURNISH

..... Age .....

(hereinafter called the Member)

and such other members of his or her family as are endorsed hereon.

.....

1. Medical and Surgical Services at the offices of Physicians and Surgeons of the Association,
2. Medical and Surgical Services at the home of the Member,
3. Medical and Surgical Services at the Hospitals,
4. Maintenance in the Hospitals, including Operating Room, Anesthetics, Dispensary Service, Laboratory, X-Ray, Board, Ward Room,
5. All the above services to be unlimited as to time,
6. Prescriptions, Medicines,
7. Ambulance Service,
8. Iron Injections,
9. Medical Examinations Quarterly, including Urinalysis, Heart and Lung Tests, Blood Pressure Readings, Blood Examinations, including Wasserman Test,
10. Ultra Violet and Infra-Red Ray Treatments,
11. Short Waive Diathermy and Polysine Electric Treatments,
12. Basal Metabolism and Electro Cardiograph Tests,
13. Anti-Toxin Inoculations for prevention of contagious diseases,

14. Vaccine Inoculations for prevention of Colds, Poison Oak, etc.,
15. Optometric Service,
16. Dental Service,
17. Maternity Service,
18. X-Ray Service.

in the event of sickness, ailment or injury; all services as are here set forth and to the extent of and subject to the provisions herein contained.

The date of this certificate is ....., 19....., the registration fee for its issue is $.....and the monthly dues are $.....

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(g). The Association will render medical treatment for tonsilitis, mastoiditis, sinusitis, and adenoids covered under this certificate, but no operations or hospital service will be furnished except as herein stated. Operations and hospital service will be furnished for mastoiditis and sinusitis that have their inception or beginning not less than six months after the effective date hereof, and upon the advice of the Association's Physicians. The Association will render medical treatment for Deviated Septums but not hospitalization or operations. Tonsils will be removed after a Member has maintained a continuous membership in this Association for one year from effective date hereof, by and in the offices of the Association's Physicians. Accidents, injuries or illness covered by this contract, sustained or suffered while Member is traveling on either vacation or business and is away from home, except for the benefits provided in paragraph (j) hereof, are excluded from service under this certificate. Injuries or conditions which are the result directly or indirectly from violation of the law or attempted suicide, alcoholism or the use of narcotic drugs are excluded under this contract. Insanity or neuro-phychiatric conditions, fits, venereal or chronic diseases or complications arising therefrom, injuries sustained or illnesses suffered by reason of the negligence or willful act of another person or corporation, accidents which occur while at work when the Member is employed in any occupation or work classified as hazardous by the State Industrial Accident Commission

of Oregon, and conditions, diseases or injuries affecting parts of the anatomy not common to both sexes, are excluded from service under this certificate. Injuries received in aeronautics, skiing, or while riding a motorcycle are also excluded from service under this certificate.

(h). Only prescriptions written by the Association's Physicians for medicines for conditions coming within this certificate will be furnished by the Association and filled at drug stores designated by the Association. Food concentrates and extracts and the synthetic preparations thereof are excluded. X-Ray service will be furnished for fractures and suspected fractures, and in all other cases deemed necessary or advisable by the Association's Physicians and Dentists. X-Rays of teeth as requested by the Association's Physicians and Dentists but no full mouth X-Rays until after one year's membership. Dental service is only for cleaning (not scaling), examination, treatment of
11309 acute tooth ache, extraction of any number of teeth, (impacted teeth and dental surgery excluded, but at no time shall the fee paid by the Association to the Dentist for extractions exceed the amount the Member has paid in dues to the Association after the first month. Treatment for pyorrhea and trench mouth is excluded under this contract. Optometric service is only for eye examinations and consultations by the Optometrist designated by the Association. Ambulance service will be provided when prescribed by the Association's Physicians, within the city limits of Portland. Ultra Violet Ray, Infra-red, Diathermy and Polysine electric treatments will be furnished when requested and prescribed by the Association's Physicians. Basal Metabolism tests for Thyroid trouble and electric cardiograph tests for heart trouble will be furnished when required and so advised by the Physicians after three months' membership. Laboratory work as mentioned on the first page hereof or as prescribed by the Association's Physicians will be furnished. Anti-toxin inoculations, vaccines, and serums are only those for the prevention of contagious diseases, and rabies, tetanus, spotted fever, typhoid, poison oak and colds, and in the treatment of pneumonia, poison oak and contagious diseases and are given only when requested and as prescribed by Association's Physicians. Scratch tests for hay fever or allergic conditions will be given only if symptoms develop after two years' membership. The Association shall not be liable for any

bills or debts contracted by the Member in connection with any service to be furnished under this certificate unless specifically provided herein or endorsed hereon by the Association's Physicians. Artificial limbs, artificial eyes, permanent braces or appliances will not be furnished. All services provided under this certificate are applicable only within the corporate limits of the city in which this certificate is issued, except the benefits provided for in clause (j) herein.

* * * * *

Plaintiff's Exhibit 1851

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Prudential Hospital Association of the State of Oregon

(hereinafter called the Association)

HEREBY AGREES WITH

_____ Age_____

(hereinafter called the Member)

to bear the expense of:

1. **Medical and Surgical Services at the offices of Physicians and Surgeons designated by the Association,**
2. **Medical and Surgical Services at the home of the Member,**
3. **Medical and Surgical Services at the Hospitals,**
4. **Maintenance in the Hospitals, including Operating Room, Anesthetics, Dispensary Service, Laboratory, X-ray, Board, Ward Room,**
5. **Prescription medicines,**
6. **Ambulance Service,**
7. **Iron Injections,**
8. **Short Wave Diathermy and Polysine Electric Treatments,**
9. **Ultra Violet and Infra-Red Ray Treatments,**
10. **Medical Examinations, including Urinalysis, Heart and Lung Tests, Blood Pressure Readings, Blood Examinations, including Wasserman Test,**
11. **Basal Metabolism and Electro Cardiograph Tests,**
12. **Anti-Toxin Inoculations for prevention of contagious diseases,**
13. **Vaccine Inoculations for prevention of Colds, Poison Oak, etc.,**
14. **Optometric Service,**
15. **Maternity Service,**
16. **X-Ray Service.**

in the event of sickness, ailment or injury, to the extent of and subject to the provisions herein contained.

The date of this certificate is_____, 19____

The registration fee and monthly dues are as stated in the body of this certificate.

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PROVISIONS

(a) This certificate is issued in consideration of the statements made by the Member in the application therefor.

(b) This certificate, in the absence of false representations by the Member in his application, shall be in force for the period for which dues are paid by the Member at the time this certificate is issued, and for any additional period for which the Member tenders his dues and the Association accepts such dues. All dues are payable monthly in advance on or before the monthly date of this certificate in accordance with the following rates:

	Ages	Mo.	Quar.	Semi.	Ann.
Each child (with parent member)	3 to 18 yrs.	$2.00	$5.75	$11.25	$22.00
Two children (with parent member). Each child	3 to 18 yrs.	1.75	5.00	9.75	19.00
Three or more children (with parent member). Each child	3 to 18 yrs.	1.50	4.25	8.25	16.00
Each child (without parent member)	up to 18 yrs.	2.50	7.25	14.25	28.00
Man or Woman. Each	18 to 45 yrs.	2.50	7.25	14.25	28.00
Man or Woman. Each	46 to 51 yrs.	3.00	8.75	17.25	34.00
Man or Woman. Each	51 and over	3.50	10.25	20.25	40.00

Such dues shall be payable at the office of the Association or to representatives of the Association who have written authority from the Association to accept dues at the time of payment. Member's age at the time of each payment of dues determines the applicable rate.

(c) The Association agrees to bear the expense of Medical and Surgical service furnished Member under this certificate by Physicians and Surgeons designated by the Association and when such sickness or injury as is covered hereunder necessitates, to bear the expense of placing and maintaining the Member in one of the large general hospitals, such hospital to be agreeable and acceptable to the Member, provided the Member from the inception of his or her sickness, ailment or injury (emergency first-aid treatment only excepted) remains exclusively under the care of the Physicians and Surgeons designated by this Association, and only for such hospitalization as is ordered and continued by a Physician or Surgeon designated by the Association; provided, however, the Association will not bear the expense of hospitalization solely for bedrest, special diet, diagnosis, observation or for any treatment which could be performed at doctor's office or Member's home; provided further that the Association's liability for hospitalization shall be limited to Two Hundred and Eighty Dollars ($280.00) for any one sickness, ailment or injury or complications or conditions arising therefrom, and also shall be limited to Two Hundred and Eighty Dollars ($280.00) during each full year of coverage hereunder (the first year of coverage commences with the date of this certificate). If, without the prior consent or knowledge of the Association, a Member should be hospitalized, or if a Member should be hospitalized by a Physician or Surgeon other than those designated by the Association, then the Association shall not be held liable for doctor and hospital bills resulting therefrom, although the illness, disease or injury for which Member was hospitalized would otherwise come under the coverage of this certificate, in whole or in part. Liability of the Association for emergency first-aid treatment shall be limited to the usual fee for one call only and shall not exceed the sum of Five Dollars ($5.00) in any one case. Private nurse and private room are excluded under this certificate, but the Member has the right to pay the additional cost to secure the same. The Association agrees to bear the expense of all the benefits herein provided, as promptly as conditions will permit, provided the Member complies strictly with the provisions hereof and the regulations and instructions of the attending Physician designated by the Association.

(d) When both a husband and wife have each maintained continuous membership in this Association for two years from effective date hereof, they shall be entitled to medical and hospital services in normal full term cases of child birth; provided, however, the maximum expense to the Association for such medical and hospital care shall be limited to Sixty-five Dollars ($65.00) for each such child birth.

(e) The Association will bear the expense of:

1. Medical treatment rendered by one of the Physicians designated by the Association for tonsilitis, mastoiditis, sinusitis, adenoids and Deviated Septum.

2. Operation, if advised by and performed by one of the Physicians designated by the Association, and hospital service for mastoiditis and sinusitis which have their inception or beginning not less than six months after the effective date hereof.

3. Removal of tonsils and adenoids by and in the offices of one of the Physicians designated by the Association, if Member has maintained a continuous membership in this Association for not less than one year after the effective date hereof.

(f) The Association will bear the expense of:

1. Prescription medicines for conditions coming within this certificate if the prescriptions are written by one of the Physicians designated by the Association, and if filled at drugstores designated by the Association. Food concentrates, extracts, gland products, hormones and the synthetic preparations thereof, are excluded. The Association will furnish penicillin and such other new products coming on the market only in those cases which are of such severity as to require hospitalization.

2. X-ray service for fractures and suspected fractures, and all other cases deemed necessary, for conditions coming under this contract, and if advised by one of the Physicians designated by the Association.

3. Optometric service for eye examination and consultations by an optometrist designated by the Association.

4. Ambulance service within the city limits of Portland, in event of sickness, ailment or injury for which the Association has herein agreed to bear the expense of medical or hospital service and only when ordered by the Association or by one of the Physicians designated by the Association.

5. Ultra Violet Ray, Infra-red, Diathermy and Polysine electric treatments, when prescribed by one of the Physicians designated by the Association.

6. Basal Metabolism tests for Thyroid trouble and electro-cardiograph tests for heart trouble, when prescribed by one of the Physicians designated by the Association.

7. Laboratory work as prescribed by one of the Physicians designated by the Association for conditions coming under this certificate.

8. Anti-toxin inoculations, vaccines, and serums given for the prevention of contagious diseases shall be only those as are given by the Health Department of the city in which this certificate is written, and for rabies, tetanus, spotted fever, typhoid, poison oak, and colds, and in the treatment of pneumonia, erysipelas, meningitis, infantile paralysis, poison oak and contagious diseases when prescribed by one of the Physicians designated by the Association.

9. Scratch tests for hay fever or allergic conditions, if symptoms develop after two years' membership, when prescribed by one of the Physicians designated by the Association.

(g) Association will bear the expense of:

1. Iron injections for conditions covered by this certificate, when and as they are directed by one of the Physicians designated by the Association.

2. Wasserman tests and blood counts when and as they are directed by one of the Physicians designated by the Association.

(h) If Member requires first-aid treatment by a Physician and Surgeon for an injury or for an illness coming under this certificate while Member is travelling on either vacation or business and is away from home, the Association will bear the expense of such treatment for such injury, but not to exceed an expenditure by the Association of more than Twenty-five Dollars ($25.00), and will bear the expense of such treatment for such illness, but not to exceed the expenditure by the Association of more than Fifteen Dollars ($15.00).

(i) The length of time for services or benefits under this certificate in case of sickness or injury shall be unlimited for medical service or benefits; provided, however, the Association will bear only the expense of services covered hereunder at the offices of Physicians or Surgeons designated by the Association, or at the home of the Member by such Physicians or Surgeons, for diseases which are not accepted at the large general hospitals in ward rooms, and for ulcers of the gastro-intestinal tract, all tumors and cysts, kidney diseases and genito-urinary ailments, paralysis or partial paralysis. Association shall not be liable for the expense of services for conditions requiring major operations which have their inception or beginning within six months after the effective date hereof.

(j) Expense to the Association for tuberculosis or tuberculosis in any form, cancer and cardiovascular disturbances shall be limited to the expense for all laboratory tests, X-ray examination, and electro-cardiograph tests necessary for diagnosis when prescribed by one of the Physicians designated by the Association.

(k) Should the Association, in any emergency, or otherwise, assume or bear the expense of any services on any case not covered by this certificate, or for which the Association is not liable, the assumption or payment of such expense shall be construed as voluntary and gratis on the part of the Association, and the Association shall not be required to accept any liability on any such case by reason of having assumed or paid such expense. The obligations and liability of the Association to any Member or other person under this agreement are limited to the exercise of reasonable care in designating doctors, hospitals or other parties required for the performance of the services herein described for the benefit of the Members.

(l) The Association will bear the expense of medical examinations of the Member by Physicians designated by the Association. Association will not bear the expense of physical examinations made for the purpose of filling out medical certificates, statements, reports or other like documents. Examinations of the Member and laboratory tests made by Physicians designated by the Association are at all times only for the information of the Physician, and such examinations and tests shall in no way bind the Association, nor be construed as acknowledgment by the Association that the Member is free from disease or injury and the Association reserves the right to at all times exercise its rights with respect to disease, ailment and injury cases which are excluded from the benefit of this certificate.

(m) Injuries sustained or illness suffered by a Member by reason of the negligence or willful act or omission of any third person or corporation are excluded from service or benefits under this certificate. If such third person or corporation shall fail or refuse to provide medical care and service required on account of such injury or illness, Member may request the Association to bear the expense of such medical care, and in the event of such request, Association will bear the expense of such medical care in the manner and to the extent herein provided, but in the event of such request and in the event of the bearing of the expense of such service by Association, Member agrees that Association shall thereupon be subrogated to all rights or causes of action of Member against such third person or corporation to the extent of any costs and expenses that Association assumes or pays for the Member's account. In the event of such subrogation Member shall not make any settlement with or release such third person or corporation, or waive any right or claim against such third person or corporation, in whole or in part, without the written consent of Association, unless Member shall have reimbursed Association for all such costs and expenses, and if Member does make such settlement or execute such release or waiver without such consent of Association, Member shall be liable to the Association for the amount of the costs and expenses it has assumed or paid.

(n) The benefits of this certificate shall not be deemed to apply to:

1. Accidents, injuries or illness sustained or suffered while Member is traveling on either vacation or business and is away from home, except as stated in paragraph (h) hereof.

2. Injuries or conditions which are the result, directly or indirectly, of violation of law or attempted suicide, alcoholism, the use of intoxicating liquors or the use of narcotic drugs.

3. Insanity or neuro-psychiatric conditions, fits, venereal or chronic diseases, or complications arising therefrom, injuries sustained or illnesses suffered by reason of the negligence or willful act of another person or cor-

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poration, and conditions, diseases or injuries affecting parts of the anatomy not common to both sexes (the mammary gland is, for the purposes of this contract, not considered common to both sexes) nor menopause or complications arising therefrom.

4. Injuries received in aeronautics or air travel, whether as a fare-paying passenger or otherwise, skiing, or while riding a motorcycle.

5. Injuries arising out of any employment; nor to sickness or injuries arising out of any hazardous occupation eligible to coverage under the Workmen's Compensation Law of Oregon, whether the employer has elected to accept or reject the coverage of said compensation law; nor to sickness of or injuries to an individual employer or a member of a firm or an officer of a corporation arising out of any "hazardous occupation" as such words are defined under the Workmen's Compensation Law of Oregon.

(o) Association shall not be liable for expense of artificial limbs, artificial eyes, bridges, or false teeth, permanent braces or appliances.

(p) All services and benefits provided under this certificate are applicable only within the corporate limits of the city in which this certificate is issued; except the benefits provided for in clause (h) herein.

(q) This certificate does not cover diseases, illness or injuries existing at or prior to the date of issuance of this certificate, or complications arising therefrom.

(r) The Member is required to notify the Association when in need of the services or benefits as provided herein and the Association upon issue of this certificate has furnished the Member with an identification receipt upon which are given instructions as to how to procure such services or benefits; but the Association assumes no responsibility whatever nor liability of any kind for any result of miscarriage of messages by telephone or otherwise.

(s) Association's responsibility is to the Member but it shall be optional with the Association to make payments to the Member or to the Physician, Surgeon, Optometrist, hospital, or other party rendering services covered by this certificate.

(t) No person other than the President, Vice-President or Secretary of the Association has the power to make or modify this or any other agreement of the Association in any respect whatever, and the Association is not responsible for, and shall not be bound by any promise or representations made by any person other than the officers named, and then only when endorsed hereon. The issuance of this certificate supersedes any previous certificate issued to the Member by this Association, and payment of dues hereon constitutes acceptance by the Member of this certificate and its terms and provisions herein contained.

IN WITNESS WHEREOF, the PRUDENTIAL HOSPITAL ASSOCIATION has caused this certificate to be signed by its President, but the same shall not be binding upon the Association unless countersigned by its Secretary.

_____
President

Countersigned and issued at the office of the Association at Portland, Oregon, the day and year first written above.

_____
Secretary

REGISTRATION FEES: (Tendered with application—not a part of regular dues.)
$3.00 for one person; $4.50 family rate, covering all the immediate members of any one family.

MEMBERSHIP CERTIFICATE

No._____

Prudential Hospital Association

of the

STATE OF OREGON

Issued to

_____

Portland, Ore.

NOTICE

This Certificate of Membership evidences the agreement on the part of the Association to bear the expense of Medical, Hospital, Drug and Optometric Service.

It also evidences the agreement on the part of the Association to bear the expenses of periodic examinations, tests and preventative measures against sickness.

All to the extent contained herein.

READ YOUR CERTIFICATE